

Attachment C
to
North Dakota Department of Health Response to Public Comments
GTL Energy, Ltd.
GTLE Dakota Plant 1 LLC Coal Beneficiation Plant

Road Maintenance Agreement Between GTL Energy and Stark County

ROAD AGREEMENT

THIS AGREEMENT entered into this 6 day of MAY, 2009, by and between GTLE Dakota Plant 1 LLC ("GTL Energy") and Stark County, a political subdivision of the State of North Dakota.

WHEREAS, GTL Energy was granted a Special Use Permit for development of a coal beneficiation plant to be located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 139, Range 98, Stark County, North Dakota; and

WHEREAS, one of the conditions of that Special Use Permit was that GTL Energy would be responsible for any road upgrades for a 3.0 mile section of road known as 39th Street SW as required by the County Engineer and County Road Supervisor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. GTL Energy will be financially responsible for any upgrades to the 3 mile section of 39th Street SW as required by the County Engineer and County Road Supervisor as a result of the beneficiation plant located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 139, Range 98, Stark County, ND. This stretch of road lies immediately east of the location of the plant running west to east to the intersection of 122nd Avenue SW.
2. In the event operations at the plant force the permanent closure of this road and use of an alternate road, GTL Energy will be responsible to upgrade the alternate route.
3. This obligation applies only to upgrades required as a result of traffic to and from the beneficiation plant that exceeds acceptable public road use. The County Engineer and/or County Road Supervisor will not place unreasonable requirements on GTL Energy and will not

impose any requirements not necessitated by the traffic and use of the road arising out of the operation of the beneficiation plant.

4. GTL Energy, at its expense, will maintain dust control on the above described road as reasonably required by the County Road Supervisor and will maintain the road after it is upgraded as reasonably required by the County Road Supervisor.

5. GTL Energy will install and maintain all signage regarding trucks entering the roadway required by the County Road Supervisor and will obey all road limits imposed by Stark County.

6. Stark County will provide written notice of any required improvements ("Improvement Notice").

7. On receipt of the Improvement Notice, GTL Energy shall provide Stark County with a written proposal for addressing the Improvement Notice ("Improvement Plan"), for approval by Stark County.

8. On receipt of the Improvement Plan, Stark County shall provide GTL Energy with written approval of the Improvement Plan ("Improvement Approval"), and GTL Energy shall carry out the improvements.

9. GTL Energy shall keep Stark County informed of a contact person for communications and shall direct communication to the County Road Supervisor.

10. GTL Energy shall inform Stark County in writing prior to use of its need or intent to use any county road for delivery of coal to or removal of coal from the beneficiation plant not designated in this agreement.

Dated this 6 day of MAY, 2009.

GTLE DAKOTA PLANT 1 LLC

By: RR French
Robert R. French, CEO

STARK COUNTY

By: Duane Wolf
Duane Wolf,
Chairman of Board of Commissioners